

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Moser Services Group, LLC dba EV Charge Solutions 500 Canal View Blvd – Ste 100 Rochester, NY 14623

CONTRACT AMENDMENT	
Contract No.	04016
Amendment No.	8
Effective Date	May 1, 2023

**EIGHTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 04016
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)**

This Eighth Amendment (“Amendment”) to Contract No. 04016 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Moser Services Group, LLC dba EV Charge Solutions a New York State Company (“Contractor”) and is dated and effective as of May 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04016 for Electric Vehicle Supply Equipment (EVSE) dated effective as of September 09, 2016 (“Contract”).
- B. The Parties previously amended the Contract seven times:
 - Amendment 1– adjust Vendor Management Fee (VMF), dated April 1, 2017
 - Amendment 2 – extend Contract twelve (12) months, dated September 10, 2019.
 - Amendment 3 – extend Contract twelve (12) months, dated September 9, 2020.
 - Amendment 4 - extend Contract twelve (12) months, dated September 09, 2021.
 - Amendment 5 – Temporary Price Adjustment, dated October 13, 2021.
 - Amendment 6 – Temporary Price Adjustment, dated July 8, 2022.
 - Amendment 7 - extend Contract twelve (12) months, dated September 09, 2022.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRODUCT CHANGES.** The Contract shall allow for the addition or removal of products available from the vendor. Such changes shall be reflected in the appropriate categories in the contract summary page of this contract.
2. **PRICE CHANGES.** Price escalation/de-escalation will be based on dividing the Price Producers Index (PPI) value for month of contract award year, by the PPI value for the following annual contract anniversary date of contract award. The percent adjustment will be applied to base EVSE price and all contract options (including deducts). The correct PPI used from the Bureau of Labor and Statistics (BLS) will be PCU335999335999. All indexes are preliminary and subject to revision four months after original publication.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**MOSER SERVICES GROUP, LLC DBA EV CHARGE
SOLUTIONS A NEW YORK STATE COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: MICHAEL MOSER

Title: PRESIDENT

Date: 3/30/2023

By: Kelli Carmony

Name: Kelli Carmony

Title: Procurement Supervisor

Date: 3/30/23